

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-329-T - ORDER NO. 2022-65

FEBRUARY 10, 2022

IN RE: Application of K & K Investments Inc. d/b/a)	ORDER GRANTING
Apartment Movers Etc. and America's Best)	APPROVAL OF
Moving System to Amend Tariff)	REMAINING TARIFF
)	AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of K & K Investments Inc. d/b/a Apartment Movers Etc. and America's Best Moving System (hereinafter “K & K” or “Company”) to amend its current Tariff. K & K is a holder of a Class E Household Goods Motor Carrier Certificate and seeks approval of certain remaining tariff amendments that were not approved by the previous Commission Order¹.

II. FACTS AND PROCEDURAL HISTORY

K & K filed a request to amend its Tariff on October 12, 2021. The Commission addressed the Company’s updates to Rule 15(B), Rule 18, Rule 34, and Rule 36 by Commission Order No. 2022-2 (“Order”) on January 10, 2022. The remaining amendments addressed herein are as follows: Rule 16(B) (Minimum Deposit Increase); Rule 16(D) (Credit Card Fee); Rule 27 (Fuel Surcharge Language); Rule 37(C) (Insurance Increase), Rule 39 (Installation Costs) and Rule 40 (Travel Time Language).

¹ Commission Order No. 2022-2.

By way of background, K & K f/k/a Carl's Inc. d/b/a Apartment Movers, Etc. sought a Class E Certificate for Public Convenience and Necessity in Docket No. 1995-823-T, which was approved by the Commission on September 20, 1995 (Order No. 1995-1554) and amended on July 29, 1997 (Order No. 1997-627). On June 3, 2003, the Company's name was changed from Carl's Inc. d/b/a Apartment Movers, Etc. to K & K Investments, Inc. d/b/a Apartment Movers, Etc. (Order No. 2003-368). America's Best Moving System was adopted as an additional trade name on January 12, 2005. (Order No. 2005-12.) The Company's last tariff amendment was in July 2006.

On October 15, 2021, the Clerk's Office of the Commission instructed the Company to publish a Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application. The Notice summarized Applicant's initial proposed changes and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before November 22, 2021. K & K filed its Affidavit of Publication, and the notice requirement was met by the Company's notice in *The State* on October 25, 2021. No person or entity intervened.

The Office of Regulatory Staff ("ORS"), a party of record pursuant to section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2021), was notified of the requested amendments and filed its notice of appearance on October 19, 2021.

The Commission addressed the remaining tariff amendments in a business meeting on January 27, 2022 at 2:00 p.m. Chairman Justin T. Williams presided. A motion was made to approve K & K's amendments, and the motion was unanimously granted by the Commission. On January 31, 2022, K & K filed its Final Amended Tariff, which is attached as Order Exhibit No. 1.

III. EVIDENCE OF RECORD

The Commission approved K & K's requested changes to Rule 18 (Hourly Rates), Rule 34 (Labor Hourly Charges), and Rule 36 (Piano or Organ Carry Charges) in December 2021. The Commission rejected the amendment to Rule 15(B), which sought a 48-hour claim period for notifying the Company about damages. The Commission instead directed the Company to adopt a 30-day time limit. Additionally, the Commission requested K & K provide additional justification for the remaining amendments. These amendments, specifically Rule 16(B) & (D), Rule 27, Rule 37(C), Rule 39, and Rule 40, are the focus of this Order.

The Company provided a thorough explanation for the changes to the remaining proposed amendments in correspondence filed with the Commission on December 15, 2021. The basis for each amendment was just and reasonable, and there is no evidence to suggest the amendments are discriminatory. The Final Amended Tariff, including all of the amendments outlined above, was filed with the Commission on January 31, 2022. The Commission relies upon the Company's detailed correspondence dated December 15, 2021, the Final Amended Tariff, and ORS's Impact Study in order to approve the remaining amendments and the Final Amended Tariff as a whole.

ORS found the Company to be in compliance with Commission rules and regulations and memorialized their findings in a letter to the Commission. ORS also noted the Company maintained its Annual Report and Gross Receipt filing requirements. No consumer complaints were filed against the Company in the past 12 months. Furthermore, no person or party has stated opposition to approval of the proposed Tariff.

IV. APPLICABLE LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: "[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal." S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: "[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier.... The rates once established remain in effect until such time when the commission determines the rates are unreasonable." § 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

Regulation 103-191, S. C. Code of Regulations (2012).

"Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N... shall be just and reasonable." Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge... a greater or lesser or different compensation

for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

V. FINDINGS OF FACT

After review of the Application and all of the evidence in the record, the Commission makes the following findings of fact:

1. K & K proposes amendments to its Tariff, including an increase in its rates and certain other changes.

2. After review of the Company's Application, correspondence, and the Impact Study prepared by ORS, we find Rule 16(B), Rule 16(D), Rule 27, Rule 37(C), Rule 39, and Rule 40 of the Final Amended Tariff just and reasonable.

3. We find ORS has determined K & K is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

4. We find ORS has not received any consumer complaints regarding K & K in the past twelve months.

VI. CONCLUSIONS OF LAW

After review of the Application and all of the evidence in the record, the Commission makes the following conclusion of law:

1. The Commission concludes Rule 16(B), Rule 16(D), Rule 27, Rule 37(C), Rule 39, and Rule 40 of K & K's Final Amended Tariff are just and reasonable pursuant to Regulations 103-191 and 192 of the South Carolina Code of State Regulations.

2. The Commission concludes there is no evidence K & K's proposed amendments to 16(B), Rule 16(D), Rule 27, Rule 37(C), Rule 39, and Rule 40 of its Final Amended Tariff are discriminatory, pursuant to Regulations 103-197 of the South Carolina Code of State Regulations.

3. The Commission concludes the proposed changes and amendments to 16(B), Rule 16(D), Rule 27, Rule 37(C), Rule 39, and Rule 40 of its Final Amended Tariff are appropriate and shall be approved pursuant to the authority of the Commission set forth in sections 58-23-590 and 1010 of the South Carolina Code of Laws (2015).

VII. ORDERING PROVISIONS

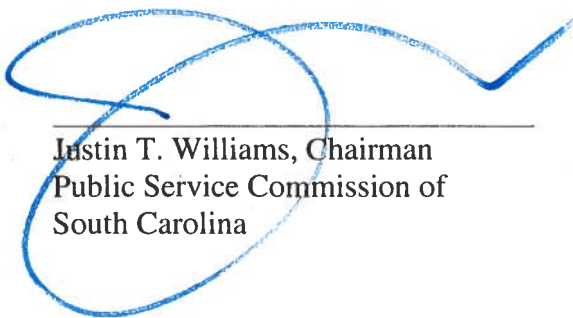
IT IS THEREFORE ORDERED:

1. The request of K & K Investments Inc. d/b/a Apartment Movers Etc. and America's Best Moving System for approval of their Final Amended Tariff is granted.

2. The Final Amended Tariff is approved and attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

SOUTH CAROLINA TARIFF

Address Inquiries To:

**Ken Swanson
President**

**K & K INVESTMENTS INC
DBA Apartment Movers Etc. AND
America's Best Moving System**

Certificate # 9668-C

PO BOX 1065
105 E Miller Rd
Mauldin, SC 29662-1065
(864) 254-6121

Certificate # 9716

ISSUED 6/01/06

Order Exhibit No. 1
Docket No. 2021-329-T
Order No. 2022-65
February 10, 2022
Page 1 of 13

REVISED April 2021

GENERAL RULES AND REGULATIONS

RULE 1

SERVICE PROVIDED

- (A) TRANSPORTATION OF HOUSEHOLD GOODS WITHIN IN THE STATE OF SC VEHICLES HAVING A GROSS VECHICLE WEIGHT OF LESS THAN 26,000 LBS.
- (B) ALL SHIPMENTS ARE EXPEDITED, SAME-DAY SERVICE WITH EXCLUSIVE USE OF A VEHICLE.

RULE 2

BASIS OF CHARGES

- (A) CARRIER DOES NOT WEIGHT, SHIPMENTS FOR THE PURPOSE OF COST TO THE SHIPPER FOR THE MOVE. WEIGHT OF AN ITEM WEIGHT APPLIES ONLY FOR DAMAGE COVERAGE CLAIMS.
- (B) THE RATE IS CALCULATED BY CARRIER'S COPYRIGHTED COMPUTER PROGRAM, WHICH TAKES INTO ACCOUNT CARRIER'S HOURLY RATE SCHEDULE ITEMS MOVED, MOVING CONDITIONS AND MILEAGE FACTORS.

RULE 3

INSURANCE

THE COST OF ADDITIONAL INSURANCE AGAINST RISK OR ANY OTHER INSURANCE FOR THE BENEFIT OF THE SHIPPERS WILL NOT BE ASSUMED BY CARRIER. CARRIER MEETS THE STATE MINIMUM REQUIREMENTS FOR INSURANCE COVERAGE, LIABILITY AND CARGO.

RULE 4

CONSOLIDATED
SHIPMENTS

- (A) PROPERTY OF TWO OR MORE FAMILIES OR ESTABLISHMENTS LOCATED AT DIFFERENT ADDRESSES WILL NOT BE ACCEPTED FOR TRANSPORTATION AS A SINGLE SHIPMENT. SUCH PROPERTY MUST BE HANDLED FROM EACH ADDRESS AS SEPARATE SHIPMENTS ON SEPARATE BILLS OF LADING.
- (B) THE NAME OF ONLY ONE SHIPPER AND ONE CONSIGNEE SHALL APPEAR ON ONE BILL OF LADING. THE BILL OF LADING MAY ALSO SPECIFY THE NAME OF A PARTY TO NOTIFY OF THE ARRIVAL OF THE SHIPMENT AT DESTINATION.

RULE 5

EXTRA PICK-UP
OR DELIVERY

EXTRA PICK-UP OR DELIVERY CHARGE OF \$ 30.00 EACH STOP WILL APPLY. WHEN PORTIONS OF A SHIPMENT ARE PICKED UP OR DELIVERED AT ONE OR MORE PLACES OF ORIGIN, DESTINATION, OR EN ROUTE, WHEN GUARANTEED PRICE IS QUOTED.

RULE 6

HANDLING AND
DELIVERY

SINGLE HOUSEHOLD SHIPMENTS. EXPEDITED, SAME-DAY PICK UP AND DELIVERY SERVICES.

RULE 7

MILEAGE

GOOGLE MAPS WILL BE USED TO CALCULATE ROUND TRIP MILEAGE ESTIMATE.

RULE 8

MARKING AND
PRICING

- (A) ARTICLES OF FRAGILE OR BREAKABLE NATURE MUST BE PROPERLY PACKAGED.
- (B) PACKAGES CONTAINING FRAGILE ARTICLES OR ARTICLES CONSISTING WHOLLY OR IN PART OF GLASS, WHEN PACKED BY SHIPPER OR HIS AGENT, MUST BE MARKED BY PLAIN DISTINCT LETTERS DESIGNATING THE FRAGILE CHARACTER OF CONTENTS.
- (C) WHEN ARTICLES OF FURNITURE, CONSISTING WHOLLY OR IN PART OF GLASS ARE COVERED OR WRAPPED BY SHIPPER OR HIS AGENT, SUCH ARTICLES SHALL BE CLEARLY MARKED TO INDICATE GLASS CONTENTS.
- (D) WHEN ARTICLES ARE IMPROPERLY PACKED, CRATED, OR BOXED AND BY REASON THEREOF THE CONTENTS ARE SUSCEPTIBLE TO DAMAGE, IF CARRIER IS AWARE, CARRIER WILL ARRANGE TO HAVE SUCH ARTICLES PROPERLY PACKED AT CHARGES SHOWN IN THE TARIFF.
- (E) CARRIER IS NOT RESPONSIBLE OR LIABLE FOR THE DAMAGE TO ANY ITEMS PREPACKAGED BY SHIPPER, IF IT IS DETERMINED THAT THE ITEMS WERE IMPROPERLY PACKAGED. ITEMS MUST BE PROPERLY PACKAGED TO WITHSTAND NORMAL SHIPPING CONDITIONS.

RULE 9

ARTICLES OF
EXTRA-ORDINARY
VALUE NOT
ACCEPTED

UNLESS OTHERWISE IDENTIFIED ON A SEPARATE INVENTORY, THE FOLLOWING ARTICLES WILL NOT BE ACCEPTED BY CARRIER FOR SHIPMENT: BANKBILLS, COINS, CURRENCY, DEEDS, STAMP COLLECTIONS, VALUABLE PAPERS OF ANY KIND, JEWELRY, PRECIOUS OR SEMI-PRECIOUS STONES OR GEMS, GOLD, SILVER, OR PLATINUM ARTICLES, INCLUDING SILVERWARE AND SERVICE SETS, CHINA SETS OF HIGH VALUE, CRYSTAL, OR FIGURINES, ANTIQUES, ORIENTAL RUGS AND TAPESTRIES, RARE COLLECTIBLE ITEMS OR OBJECTS OR ART, OIL PAINTINGS, COMPUTER SOFTWARE PROGRAMS, MANUSCRIPTS OR OTHER RARE DOCUMENTS, OR ARTICLES OF PECULIARLY INHERENT OR EXTRAORDINARY VALUE. OTHER ARTICLES MAY ALSO FALL INTO THIS CATEGORY AND MUST BE IDENTIFIED. SHOULD SUCH ARTICLES COME INTO THE POSSESSION OF CARRIER WITHOUT HIS KNOWLEDGE, RESPONSIBILITY FOR SAFE DELIVERY SHALL NOT BE ASSUMED BY CARRIER.

RULE 10

ARTICLES
LIABLE TO
CAUSE DAMAGE

- (A) CARRIER WILL NOT ACCEPT FOR SHIPMENT PROPERTY LIABLE TO IMPREGNATE OR OTHERWISE DAMAGE EQUIPMENT OR OTHER PROPERTY.
- (B) CARRIER WILL NOT ACCEPT FOR SHIPMENT ARTICLES, WHICH CANNOT BE TAKEN FROM THE PREMISES WITHOUT DAMAGE TO THE ARTICLE OR PREMISES.
- (C) CARRIER RESERVES THE RIGHT TO REFUSE SHIPMENT OF ITEMS CONSIDERED TO BE OF "RISK".

RULE 11

INSPECTION OF
ARTICLES

WHEN CARRIER OR ITS AGENT BELIEVES IT NECESSARY THAT CONTENTS OF PACKAGES IT IS CARRYING BE INSPECTED, IT SHALL MAKE OR CAUSE SUCH INSPECTION TO BE MADE, OR REQUIRE OTHER SUFFICIENT EVIDENCE TO DETERMINE THE ACTUAL CHARACTER OF THE PROPERTY.

RULE 12

SERVICING
SPECIAL
ARTICLES

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS TARIFF, THE SERVICES COVERED DO NOT INCLUDE THE HANDLING, LOADING, OR UNLOADING OF ANY SINGLE ARTICLE, BECAUSE OF ITS SIZE OR WEIGHT REQUIRING SPECIAL HANDLING NOT NORMALLY PROVIDED BY CARRIER. THE EXTRA HANDLING, LOADING, OR UNLOADING IN EVERY INSTANCE MUST BE PROVIDED BY THE EQUIPMENT CARRIER HAS AVAILABLE, SUCH EXTRA SERVICE UPON REQUEST OF SHIPPER MAY BE PROVIDED BY THE CARRIER AT CHARGES SHOWN IN THIS TARIFF. WHEN NECESSARY, SUCH ARTICLES MUST BE SECURELY BRACED AND BLOCKED. WHEN SUCH BRACING OR BLOCKING REQUIRES MATERIAL NOT PART OF THE REGULAR EQUIPMENT OF THE VEHICLE, OR EXTRA LABOR, SUCH MATERIAL AND LABOR MUST BE FURNISHED BY SHIPPER.

RULE 13

IMPRACTICAL
PICK-UP OR
DELIVERY AND
AUXILIARY
SERVICES

- (A) IT IS THE RESPONSIBILITY OF SHIPPER TO MAKE SHIPMENT ACCESSIBLE TO CARRIER OR ACCEPT DELIVERY FROM CARRIER AT A POINT AT WHICH THE ROAD HUAL VEHICLE MAY BE SAFELY OPERATED.
- (B) WHEN IT IS PHYSICALLY IMPOSSIBLE FOR CARRIER TO PERFORM PICK-UP OF SHIPMENT AT ORIGIN ADDRESS OR TO COMPLETE DELIVERY OF SHIPMENT AT DESTINATION ADDRESS WITH NORMALLY ASSIGNED ROAD HAUL. EQUIPMENT DUE TO THE STRUCTURE OF THE BUILDING, ITS INACCESSIBILITY BY HIGHWAY, INADEQUATE OR UNSAFE PUBLIC OR

ISSUED 6/01/06

Order Exhibit No. 1
Docket No. 2021-329-T
Order No. 2022-65
February 10, 2022
Page 4 of 13

REVISED April 2021

PRIVATE ROAD, OVERHEAD OBSTRUCTIONS, NARROW GATES, SHARP TURNS, TREES, SHRUBBERY, THE DETERIORATION OF ROADWAY DUE TO RAIN, FLOOD, SNOW, OR THE NATURE OF AN ARTICLE OR ARTICLES INCLUDED IN THE SHIPMENT, CARRIER SHALL HOLD ITSELF AVAILABLE AT POINT OF APPROACH TO THE DESIRED LOCATION WHERE THE ROAD HAUL EQUIPMENT CAN BE MADE SAFELY ACCESSIBLE.

- (C) UPON REQUEST OF SHIPPER, CONSIGNEE OR OWNER OF THE GOODS, CARRIER WILL USE OR ENGAGE SMALLER EQUIPMENT THEN ITS NORMAL ROAD HAUL EQUIPMENT OR PROVIDE EXTRA LABOR FOR THE PURPOSE, IF POSSIBLE, OF ACCOMPLISHING TRANSFER OF THE SHIPMENT BETWEEN THE RESIDENCE AND THE NEAREST POINT OF APPROACH BY CARRIER'S ROAD HAUL EQUIPMENT. CHARGES FOR THIS AUXILARY SERVICE WILL INCLUDE LABOR AND AS PROVIDED IN RULE 33 AND EQUIPMENT RENTAL EXPENSE INCURRED BY CARRIER AND SHALL BE IN ADDITION TO ALL OTHER TRANSPORTATION OR ACCESSORIAL CHARGES.
- (D) IF COSIGNEE DOES NOT ACCEPT THE SHIPMENT AT NEAREST POINT OF SAFE APPROACH BY CARRIER'S ROAD HAUL EQUIPMENT TO THE DESTINATION ADDRESS, CARRIER MAY PLACE THE SHIPMENT, OR ANY PART THEREOF NOT REASONABLY POSSIBLE FOR DELIVERY, IN STORAGE AT THE NEAREST AVAILABLE PUBLIC WAREHOUSE, SUBJECT TO A LIEN FOR LAWFUL CHARGES. THE LIABILITY ON THE PART OF THE CARRIER WILL CEASE WHEN THE SHIPMENT IS UNLOADED INTO THE WAREHOUSE AND THE SHIPMENT SHALL BE CONSIDERED AS HAVING BEEN DELIVERED.
- (E) TRANSPORTATION CHARGES TO COVER THE MOVEMENT TO THE WAREHOUSE LOCATION SHALL BE COMPUTED ON ALL APPLICABLE TIME FOR EMPLOYEES ON AN HOURLY BASIS, WHICH SHALL BE IN ADDITION TO CHARGES FROM INITIAL POINT OF ORIGIN TO POINT AT WHICH SHIPMENT WAS ORIGINALLY TENDERED. ALL ACCRUED CHARGES ON THE SHIPMENT OR ANY PART THEREOF SHALL BE DUE AND PAYABLE UPON DELIVERY OF IT TO THE WAREHOUSE. ANY SUBSEQUENT MOVEMENT FROM WAREHOUSE SHALL CONSTITUTE A NEW SHIPMENT.
- (F) SHIPPER MUST SUPPLY AN ENVIRONMENT SAFE FOR CARRIER'S EMPLOYEES. LIGHTING IS REQUIRED. WHEN AREA IS NOT SUFFIENTLY LIT, EMPLOYEES WILL NOT WORK IF THEY FEEL AT RISK THEMSELVES OR ITEMS BEING TRANSPORTED ARE AT RISK OF DAMAGES.

RULE 14

STORAGE IN TRANIST

CARRIER DOES NOT OFFER STORAGE. SHIPPER MUST ARRANGE HIS OWN PERMANENT OR TEMPORARY STORAGE

RULE 15

CLAIMS

- (A) ANY CLAIMS FOR LOSS, DAMAGE OR OVERCHARGE SHALL BE IN WRITING. AS A CONDITION PRECEDENT TO ANY CLAIM ADJUSTMENT OR PAYMENT, SUCH CLAIM SHALL BE ACCOMPANIED BY THE ORIGINAL PAID BILL FOR TRANSPORTATION AND ORIGINAL PAID BILL OF LADING, IF NOT PREVIOUSLY SURRENDERED TO THE CARRIER. CARRIER MAY REQUIRE CERTIFIED OR SWORN STATEMENT OF CLAIM.
- (B) CARRIER SHALL BE IMMEDIATELY NOTIFIED OF ALL CLAIMS FOR CONCEALED AND/OR EXTERNAL DAMAGE AND SHALL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT ALLEGED EXTERNAL DAMAGE OR CONCEALED DAMAGE IN ORIGINAL PACKAGE WITHIN 30 DAYS OF MOVE.
- (C) CARRIER'S LIABILITY SHALL NOT EXCEED THE COST OF REPAIRING OR REPLACING LOST OR DAMAGED PROPERTY WITH MATERIALS OF LIKE KIND

ISSUED 6/01/06

Order Exhibit No. 1
Docket No. 2021-329-T
Order No. 2022-65
February 10, 2022
Page 5 of 13

REVISED April 2021

AND QUALITY NOT EXCEEDING THE REPLACEMENT CASH VALUE OF THE PROPERTY AT TIME AND PLACE OF LOSS, WITH DUE ALLOWANCE FOR DEPRECIATION HOWSOEVER CAUSED, BUT IN NO EVENT TO EXCEED THE RELEASED VALUE AS DETERMINED IN RULE 32.

- (D) CARRIER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OCCURRING AFTER PROPERTY HAS BEEN DELIVERED TO OR RECEIPTED FOR THE BY THE COSIGNEE OR SHIPPER, OR THE AUTHORIZED AGENT OF EITHER. WHEN CARRIER IS DIRECTED TO UNLOAD OR TO DELIVER PROPERTY (OR RENDER ANY SERVICE) AT A PLACE OR PLACES AT WHICH THE CONSIGNEE OR ITS AGENT IS NOT PRESENT, RISK OF LOSS SHALL BE ON OWNER AFTER UNLOADING OR DELIVERY.
- (E) WHERE CARRIER IS DIRECTED TO LOAD PROPERTY FROM (OR RENDER ANY SERVICE AT) A PLACE OR PLACES AT WHICH COSIGNOR OR ITS AGENT IS NOT PRESENT, THE PROPERTY SHALL BE AT THE RISK OF THE OWNER BEFORE LOADING.
- (F) CARRIER'S LIABILITY WITH REGARD TO SETS OR MATCHED PIECES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE LOST OR DAMAGED PIECES ONLY, AND SHALL NOT EXTEND TO REPAIR, REPLACEMENT OR RECOVERING OF THE ENTIRE SET, BUT IN NO EVENT TO EXCEED THE RELEASED VALUE AS DETERMINED UNDER RULE 32.
- (G) FOR THE PURPOSE AS ASSESSING CARRIER'S LIABILITY, WHERE SUCH LIABILITY IS MEASURED BY THE WEIGHT OF AN ARTICLE AND IN THE ABSENCE OF SPECIFIC EVIDENCE TO THE CONTRARY, THE FOLLOWING CONTAINERS AND/OR CARTONS SHALL BE DEEMED TO HAVE THE FOLLOWING WEIGHTS:

<u>CONTAINER</u>	<u>WEIGHT PER CONTAINER</u>
DRUM-DISH PACK	60 POUNDS
CARTONS:	
LESS THAN 1 ½ CU. FT	20 POUNDS
1 ½ CU. FT, BUT LESS THAN 3	25 POUNDS
3 CU. FT, BUT LESS THAN 4 ½	30 POUNDS
4 ½ CU. FT, BUT LESS THAN 6	35 POUNDS
6 CU. FT, BUT LESS THAN 6 ½	45 POUNDS
6 ½ CU. FT. AND OVER	50 POUNDS
WARDROBE CARTONS	50 POUNDS
MATTRESS OR BOX SPRING CARTON:	
NOT EXCEEDING 54" X 75"	60 POUNDS
EXCEEDING 54" X 75"	80 POUNDS
CRIB MATTRESS CARTON	22 POUNDS

NOTE 1: CARTONS CONTAINING BOOKS OR PHONOGRAPH RECORDS WILL BE DEEMED TO WEIGH 50 POUNDS

NOTE 2: CARTONS CONTAINING LAMPSHADES WILL BE DEEMED TO WEIGH 10 POUNDS

NOTE 3: ITEMS NOT IDENTIFIED ON THE INVENTORY AS TO CONTENTS WILL BE SETTLED ON THE CONTAINER WEIGHT.

(H) **ACKNOWLEDGEMENT OF CLAIMS:**

CARRIER, UPON RECEIPT OF A WRITTEN CLAIM FOR LOSS OR DAMAGE TO PROPERTY TRANSPORTED BY IT, SHALL ACKNOWLEDGE RECEIPT OF SUCH CLAIM IN WRITING TO THE CLAIMANT WITHIN THIRTY (30) CALENDAR DAYS AFTER ITS RECEIPT BY THE CARRIER OR THE CARRIER'S AGENT. CARRIER SHALL AT THE TIME SUCH CLAIM IS RECEIVED, CAUSE THE DATE OF RECEIPT TO BE RECORDED ON THE CLAIM.

(I) **CLAIM HANDLING BY CARRIER:**

CARRIER WILL PAY, DECLINE, OR MAKE A FIRM COMPROMISE OFFER IN WRITING TO THE CLAIMANT WITHIN 120 DAYS AFTER RECEIPT OF THE CLAIM BY CARRIER, OR ITS AGENT, PROVIDED THAT IF THE CLAIM

CANNOT BE PROCESSED AND DISPOSED OF WITHIN 120 DAYS AFTER RECEIPT, THEREOF, CARRIER SHALL AT THE TIME AND AT THE EXPIRATION OF EACH SUCCEEDING 30 DAY PERIOD, ADVISE THE CLAIMANT IN WRITING OF THE STATUS OF THE CLAIM AND DISPOSITION THEREOF.

RULE 16

PAYMENTS

- (A) CARRIER WILL NOT DELIVER OR RELINQUISH POSSESSION OF ANY PROPERTY TRANSPORTED BY IT UNTIL ALL TARIFF RATES AND CHARGES THERE ON HAVE BEEN PAID IN CASH, MONEY ORDER, OR CERTIFIED CHECK, EXCEPT WERE OTHER SATISFACTORY ARRANGEMENTS HAVE BEEN MADE BETWEEN CARRIER AND THE CONSIGNOR OR CONSIGNEE.
- (B) A \$100.00 MINIMUM DEPOSIT IS REQUIRED UNLESS CREDIT TERMS HAVE BEEN ARRANGED IN ADVANCE FOR ALL LOCAL MOVES. MOVES CONSIDERED OUT OF THE LOCAL AREA REQUIRE 50% DEPOSIT WHEN SCHEDULED.
- (C) NOTHING HEREIN SHALL LIMIT THE RIGHT OF CARRIER TO REQUIRE AT TIME OF OR BEFORE SHIPMENT THE PREPAYMENT IN PART OR IN FULL OR GUARANTEE OF THE CHARGES.
- (D) FOR PAYMENTS WITH CREDIT CARD, THE CUSTOMER WILL OCCUR A PASS-THROUGH FEE. CREDIT CARD FEE IS SET BY STRIPE.

RULE 17

DISPOSITION OF FRACTIONS

UNLESS OTHER PROVIDED, TO DISPOSE OF FRACTIONS IN COMPUTING A CHARGE, OMIT FRACTIONS OF LESS THAN ONE-HALF OF ONE CENT, AND INCREASE TO THE NEXT WHOLE FIGURE FRACTIONS OF ONE-HALF OF ONE CENT OR GREATER.

RULE 18

HOURLY RATES

CHARGES BASED ON TIME SHALL BE COMPUTED BY MULTIPLYING HOURLY RATE BY THE TIME INVOLVED, INCLUDING TRAVEL TIME. UNLESS OTHERWISE PROVIDED, FRACTIONS OF ANY HOUR WILL BE DISPOSED OF AS FOLLOWS: TIME WILL BE COUNTED IN INCREMENTS OF 15 MINUTES. WHERE TIME IS OVER EACH INCREMENT OF 15, TIME WILL BE ROUNDED UP TO THE NEXT INCREMENT.

RULE 19

COMPUTING CHARGES

K&K INVESTMENTS COPYRIGHTED COMPUTERIZED SYSTEM IS USED FOR GUARANTEED AND GUARANTEED, NOT-TO-EXCEED PRICE QUOTES. A PHONE AND/ OR IN-PERSON QUOTE IS BASED SOLELY ON THE INFORMATION PROVIDED TO CARRIER BY SHIPPER. THE QUOTE IS GUARANTEED IN WRITING. CHANGES TO THE PRICE QUOTE INCLUDING BUT NOT LIMITED TO MOVING CONDITIONS, MILEAGE, ADDITION OR SUBTRACTION OF THE NUMBER OF ITEMS WILL CAUSE PRICE TO BE RECALCULATED AND THE NEW QUOTE PRICE WILL APPLY. A CHANGE

ORDER ADDENDUM TO COST OF SERVICES QUOTED WILL BE COMPLETED
AND SIGNED BY BOTH CARRIER AND SHIPPER.

RULE 20

ALTERNATE
CHARGES

DOES NOT APPLY.

RULE 21

MINIMUM
WEIGHT

DOES NOT APPLY.

RULE 22

LIMITATION OF LIABILITY

READY TO ASSEMBLE FURNITURE MADE FROM PRESSBOARD,
PARTICLEBOARD AND ENGINEERED WOOD IS NOT CONSTRUCTED
TO WITHSTAND THE NORMAL STRESS OF A MOVE AS AN ASSEMBLED
UNIT. WHEN A SHIPPER ELECTS TO SHIP AN ARTICLE AS DEFINED ABOVE
IN NO CASE SHALL THE LIABILITY OF THE CARRIER EXCEED \$.60 CENTS
PER POUND PER ARTICLE, OR \$50 PER ARTICLE, WHICHEVER IS GREATER.

RULE 23

HOISTING AND
LOWERING

HOISTING OR LOWERING SERVICE WILL BE PERFORMED ONLY AT POINTS
WHERE CARRIER POSSESSES NECESSARY EQUIPMENT AND EXPERIENCED
PERSONNEL TO PERFORM SUCH SERVICES, WEATHER CONDITIONS
PERMITTING. OTHERWISE, UPON REQUEST OF SHIPPER, CONSIGNEE OR
OWNER OF GOODS, CARRIER, AS AGENT OF, AND FOR, AND IN BEHALF OF
THE SHIPPER, CONSIGNEE, OR OWNER WILL ENDEAVOR TO ARRANGE FOR
QUALIFIED SERVICE, IF AVAILABLE, AT THE EXPENSE OF THE SHIPPER,
CONSIGNEE, OR OWNER OF THE GOODS. IN SUCH INSTANCES, CARRIER
WILL NOT BE RESPONSIBLE FOR DAMAGE TO SHIPMENT OR PROPERTY.

RULE 24

PERISHABLES

- (A) CARRIER WILL NOT EXCEPT FOR SHIPMENT FROZEN FOODS OR OTHER
ARTICLES REQUIRING REFRIGERATION. EXCEPT AS PROVIDED IN
PARAGRAPH (B) OF THIS RULE.
- (B) FROZEN FOOD MAY BE ACCEPTED FOR TRANSPORTATION PROVIDED:
 - a. THE FOOD IS CONTAINED IN A FREEZER, WHICH, AT THE TIME OF
LOADING, IS OPERATING AT NORMAL DEEP FREEZE TEMPERATURE.
 - b. THE SHIPMENT IS TO BE TRANSPORTED NOT MORE THAN 150 MILES
AND/OR DELIVERY ACCOMPLISHED WITHIN TWELVE (12) HOURS
FROM TIME OF LOADING.
 - c. NO STORAGE OF SHIPMENT IS REQUIRED.
 - d. NO PRELIMINARY OR ENROUTE SERVICING BY USE OF DRY ICE,
ELECTRICITY, OR OTHER PRESERVING METHODS IS REQUIRED.

- (C) WHEN SUCH ARTICLES ARE INCLUDED IN A SHIPMENT WITHOUT KNOWLEDGE OF THE CARRIER, RESPONSIBILITY FOR CONDITION OR FLAVOR WILL NOT BE ASSUMED BY CARRIER.

RULE 25

IMPRACTICAL OPERATION

CARRIER SHALL NOT BE OBLIGATED TO PERFORM PICK-UP OR DELIVERY, OR RENDER ANY SERVICES AT A PLACE OR PLACES FROM, OR TO, WHICH IT IS, IMPRACTICAL TO OPERATE VEHICLES BECAUSE OF:

1. THE CONDITION OF ROADS, STREETS, DRIVEWAYS, ALLEYS OR APPROACHES THERETO; OR
2. INADEQUATE LOADING OR UNLOADING FACILITIES; OR
3. ANY RIOT, DEMONSTRATION, STRIKE, PICKETING, OR OTHER DISTURBANCE.

RULE 26

PICK UP AND DELIVERY ABOVE FIRST FLOOR

APPLIES ONLY TO GUARANTEED PRICING.

RULE 27

FUEL SURCHARGE

MILEAGE SURCHARGE OF \$.73 CENTS PER MILE APPLIES. FOR LOCAL MOVES (WITHIN 60 MILES TOTAL FROM CARRIERS SITE TO ORIGIN PLUS DESTATION BACK TO CARRIERS SITE OR LESS), A TOTAL OF 60 MILES APPLIES. EXTENDED AREA (61 MILES OR MORE) ACTUAL MILES APPLY. FUEL SURCHARGE APPLIES TO GUARANTEED PRICING.

RULE 28

SERVICING HOUSEHOLD APPLIANCES

THE TRANSPORTATION RATES IN THIS TARIFF DO NOT INCLUDE THE SERVICING OR RE-SERVICING OF SPECIAL ARTICLES, OR HOUSEHOLD APPLIANCES, INCLUDING, BUT NOT LIMITED TO, REFRIGERATORS, DEEP FREEZE CABINETS, RADIOS, RECORD PLAYERS, WASHING MACHINES, CLOTHES DRYERS, TELEVISION SETS, SATELLITE TELEVISION/RADIO RECEIVING DISKS/DISHES, AIR CONDITIONERS, GRANDFATHER CLOCKS AND BOATS, WHICH IF NOT PROPERLY SERVICED, MAY BE DAMAGED IN OR INCIDENT TO TRANSIT; NOR IS LIABILITY ASSUMED FOR SUCH DAMAGES UNLESS SUCH SPECIAL ARTICLES OR APPLIANCES ARE SERVICED OR PREPARED AS PROVIDED FOR IN (A) OR (B) BELOW.

- (A) CARRIER RESERVES THE RIGHT TO INSPECT THESE ARTICLES OR APPLIANCES TO DETERMINE WHETHER THEY ARE IN GOOD WORKING ORDER BEFORE ACCEPTING THEM FOR SHIPMENT. CARRIER ASSUMES NO LIABILITY WHATSOEVER FOR CHARGES FOR THIRD PARTY PERSONS FOR THE RE-SYNCHRONIZATION OF GRANDFATHER CLOCKS, INCLUDING THE PENDULUM OR WEIGHTS, THEREFORE, WHICH WERE DISASSEMBLED AT ORIGIN BY CARRIER, OR THE RE-TUNING, RE-FOCUSING OR OTHER ADJUSTMENTS OF PIANOS OR ELECTRICAL EQUIPMENT SUCH AS TELEVISION SETS, UNLESS SUCH SERVICES WERE NECESSARY DUE TO CARRIER'S NEGLIGENCE.
- (B) UPON REQUEST OF SHIPPER, OWNER OR CONSIGNEE OF GOODS, CARRIER WILL SERVICE AND UN-SERVICE SUCH ARTICLES AND

ISSUED 6/01/06

Order Exhibit No. 1
Docket No. 2021-329-T
Order No. 2022-65
February 10, 2022
Page 9 of 13

REVISED April 2021

APPLIANCES AT ORIGIN AND DESTINATION FOR THE ADDITIONAL CHARGE PROVIDED IN RULE 39, ADDITIONAL SERVICES. SUCH SERVICING AND UN-SERVICING DOES NOT INCLUDE REMOVAL OR INSTALLATION OF ARTICLES SECURED TO THE PREMISES, OR PLUMBING, ELECTRICAL OR CARPENTRY SERVICES NECESSARY TO

DISCONNECT, REMOVE, CONNECT, AND INSTALL SUCH ARTICLES AND APPLIANCES.

- (C) IF CARRIER DOES NOT POSSESS THE QUALIFIED PERSONNEL TO PROPERLY SERVICE AND UN-SERVICE SUCH ARTICLES OR APPLIANCES, CARRIER WILL, UPON REQUEST OF THE SHIPPER, OWNER, OR CONSIGNEE, AND AS AGENT FOR THEM, ENGAGE THIRD PERSONS TO PERFORM ANY SERVICE, THE CARRIER WILL NOT ASSUME RESPONSIBILITY FOR THEIR ACTIVITIES OR CONDUCT; NOR FOR THE QUALITY OR QUANTITY OF SERVICE FURNISHED.
- (D) ALL CHARGES OF THE THIRD PERSONS MUST BE PAID BY SHIPPER AND ARE IN ADDITION TO ALL OTHER CHARGES IN THIS TARIFF. SUCH CHARGES WILL BE ADVANCED BY CARRIER, AND BILLED AS AN ADVANCED CHARGE, AS PROVIDED IN RULE 29.

RULE 29

ADVANCED CHARGES

CHARGES ADVANCED BY CARRIER FOR SERVICES OF OTHERS ENGAGED. AT THE REQUEST OF SHIPPER, WILL BE SUPPORTED BY CARRIER WITH A COPY OF INVOICE SETTING FORTH SERVICES RENDERED, CHARGES AND BASIS THEREOF, TOGETHER WITH REFERENCE TO TARIFF, IF CHARGES ARE ASSESSED IN ACCORDANCE THEREWITH. THE CHARGES SO ADVANCED, ARE IN ADDITION TO, AND SHALL BE COLLECTED WITH OTHER LAWFUL RATES AND CHARGES.

RULE 30

ELECTRONICS

HOUSEHOLD GOODS MOVERS' EMPLOYEES ARE NOT SPECIALISTS IN ELECTRONICS. CARRIER IS NOT RESPONSIBLE FOR THE WORKING CONDITION OF COMPUTERS, TELEVISIONS, STEREOS, REFRIGERATORS, FREEZERS, VACCUMS, AND OTHER ELECTRONICS, UNLESS ABUSE HAS OCCURRED BY CARRIER. TRANSPORTATION OF ELECTRONICS SOMETIMES RESULTS IN SERVICE BEING REQUIRED; CARRIER WILL NOT BE LIABLE FOR SUCH SERVICE DUE TO TRANSPORTATION.

RULE 31

DECLARATION OF VALUE

- (A) AS USED IN THE TARIFF, THE PHRASES "RELEASED VALUE" AND "VALUE DECLARATION BY THE SHIPPER" SHALL HAVE THE SAME MEANING.
- (B) CARRIER'S MAXIMUM LIABILITY SHALL BE SIXTY (60) CENTS PER POUND FOR THE ACTUAL WEIGHT OF ANY LOST OR DAMAGED ARTICLE OR ARTICLES. UNLESS THE SHIPPER EXPRESSLY DECLARES ADDITIONAL INDIVIDUAL ITEMS A VALUE. VALUABLE DECLARATION COVERAGE IS AVAILABLE TO MOST ITEMS UPON REQUEST. DECLARED VALUE COVERAGE IS NOT AVAILABLE FOR ANTIQUES, ANY ITEMS CONSIDERED IRREPLACEABLE, AND ITEMS DETERMINED UNSTABLE FOR SAFE TRANSPORTATION.
- (C) FULL REPLACEMENT VALUE PROTECTION AVAILABLE BY CARRIER.

- (D) THE RELEASED VALUE MUST BE ENTERED ON THE BILL OF LADING AND MUST BE COMPLETED BY THE PERSON SIGNING THE BILL OF LADING.
- (E) IF THE SHIPPER DOES NOT PURCHASE ADDITIONAL VALUE COVERAGE, THERE IS A MAXIMUM LIABILITY OF (60) SIXTY CENTS PER POUND PER ITEM. SHIPPER MUST INITIAL DOLLAR AMOUNT AND INITIAL BILL OF LADING AS SPECIFIED IN CONTRACT. IF SHIPPER WISHES TO AVOID THE ADDITIONAL CHARGES, HE/SHE MUST AGREE THAT IF ANY ARTICLES ARE LOST OR DAMAGED, CARRIER'S LIABILITY WILL NOT EXCEED SIXTY (60) CENTS PER POUND FOR THE ACTUAL WEIGHT OF ANY LOST OR DAMAGED ARTICLES IN THE SHIPMENT.
- (F) THE RELEASED VALUE MUST BE ENTERED ON THE BILL OF LADING IN THE DECLARATION OF VALUE COVERAGE AND CONDITION INVENTORY FORM AND MUST BE COMPLETED ONLY BY THE PERSON SIGNING THE BILL OF LADING. THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF CARRIER'S TARIFF.
- (G) THE DECLARATION OF VALUE COVERAGE AND CONDITION INVENTORY MUST BE COMPLETED BY CARRIER AND SHIPPER.

RULE 32

DEFINITION OF A SHIPMENT

THE TERM "SHIPMENT" MEANS PROPERTY MADE AVAILABLE BY ONE SHIPPER TO CARRIER FOR LOADING AT THE SAME TIME, AT ONE PLACE OF ORIGIN, FOR ONE CONSIGNEE AT ONE DESTINATION (EXCEPT AS OTHERWISE PROVIDED IN RULE 5), AND COVERED BY ONE BILL OF LADING OR MOVING TICKET, BUT THE BILL OF LADING OR MOVING CONTRACT MAY ALSO SPECIFY THE NAME OF THE PARTY (OR MORE THAN ONE PARTY WHEN RULE 5 IS APPLICABLE) TO NOTIFY OF THE ARRIVAL OF THE SHIPMENT AT A DESTINATION (S).

RULE 33

PACKING OR UNPACKING SERVICES

PACKING SERVICE PROVIDED ON AN HOURLY BASIS. TO INCLUDE TRAVEL TIME OF ONE HOUR LOCALLY.

RULE 34

LABOR HOURLY CHARGES

2 MEN LABOR AND TRUCK PER HOUR	\$ 95.00
3 MEN LABOR AND TRUCK PER HOUR	\$ 125.00
4 MEN LABOR AND TRUCK PER HOUR	\$ 160.00
EACH ADDITIONAL MAN PER HOUR	\$ 35.00

PRICES ON SATURDAYS WILL HAVE AN INCREASE IN PRICES FOR LABOR AND TRUCKS PER HOUR. RESULTING IN THE PRICES TO BE:

2 MEN LABOR AND TRUCK PER HOUR	\$ 105.00
3 MEN LABOR AND TRUCK PER HOUR	\$ 135.00
4 MEN LABOR AND TRUCK PER HOUR	\$ 170.00
EACH ADDITIONAL MAN PER HOUR	\$ 40.00

OVERTIME CHARGES APPLY MONDAY THROUGH FRIDAY 5:00 PM THROUGH 8:00 AM. SUNDAYS AND HOLIDAYS – A RATE INCREASE OF 50% (TIME PLUS ½ TIME) PER PERSON HOURLY RATE APPLY.

ISSUED 6/01/06

Order Exhibit No. 1
Docket No. 2021-329-T
Order No. 2022-65
February 10, 2022
Page 11 of 13

REVISED April 2021

RULE 35

RIGGING, HOISTING, OR LOWERING

WHEN IT IS NECESSARY TO USE RIGGING, HOISTING, OR LOWERING SERVICES IN ORDER TO ACCOMPLISH PICK-UP OR DELIVERY OF A SHIPMENT, CARRIER WILL PERFORM SUCH SERVICES AT RATES PROVIDED IN RULE 34, LABOR CHARGES SUBJECT TO CARRIER'S ABILITY TO FURNISH EQUIPMENT AND EXPERIENCED PERSONNEL. IF CARRIER IS UNABLE TO FURNISH THE EQUIPMENT AND EXPERIENCED PERSONNEL, SHIPPER, CONSIGNEE, OR OWNER OF THE GOODS MUST ARRANGE FOR SUCH SERVICE.

IF REQUESTED BY SHIPPER, CONSIGNEE OR OWNER, CARRIER WILL, AS AGENT FOR SHIPPER, CONSIGNEE OR OWNER, UNDERTAKE TO SECURE SUCH SERVICES FROM A THIRD PARTY, IF AVAILABLE, BUT IN SUCH INSTANCES, CARRIER ASSUMES NO RESPONSIBILITY FOR THE ACTIVITIES OR CONDUCT OF SUCH THIRD PARTY, AMOUNT OF PAYMENT OF ITS CHARGES, OR QUALITY OR QUANTITY OF SERVICE FURNISHED, NOR WILL CARRIER BE LIABLE FOR LOSS OR DAMAGE TO THE SHIPMENT WHILE IN THE CUSTODY OF SUCH THIRD PARTY.

RULE 36

PIANO OR ORGAN CARRY CHARGES

FLAT RATE APPLIES TO LOCAL MOVES WITHIN 60 MILES ROUND-TRIP RADIUS OF SITES, TRAVEL TIME WILL BE CHARGED ON HOUR LABOR RATE BASIS WHEN OUT OF AREA. TIME WILL BE CALCULATED ROUND TRIP TIME OVER (1) ONE HOUR INCLUDED, TO BE INCLUDED IN FLAT RATE CHARGES.

CARRIER WILL NOT CARRY PIPE ORGANS, GRAND PIANOS, OR OTHER PIANOS IN EXCESS OF 38 INCHES IN HEIGHT.

FLAT RATE CHARGES

BABY GRAND PIANOS & LARGE UPRIGHT PIANOS	\$250.00
--	----------

UPRIGHT PIANOS	\$200.00
----------------	----------

FLIGHT CARRY CHARGES

(4 OR MORE STEPS) ADDITIONAL \$75.00 FLIGHT CHARGE

RULE 37

VALUATION CHARGE -

CARRIER'S LIABILITY WILL NOT EXCEED (60) CENTS PER POUND FOR THE ACTUAL WEIGHT OF ANY LOST OR DAMAGED ARTICLES IN THE SHIPMENT, UNLESS ADDITIONAL VALUATION COVERAGE IS PURCHASED.

ADDITIONAL VALUATION COVERAGE IS AVAILABLE FOR MOST ITEMS. CARRIER RESERVES THE RIGHT TO REFUSE ADDITIONAL VALUATION COVERAGE. ON ANTIQUES OR ITEMS CONSIDERED IRREPLACEABLE, OR ITEMS DETERMINED TO BE UNSAFE TO MOVE WITHOUT THE POSSIBILITY OF DAMAGE. ITEMS MUST BE DETERMINED TO BE ABLE TO WITHSTAND NORMAL MOVING CONDITIONS WITHOUT THE POSSIBILITY OF DAMAGE. UNUSUAL MOVING CONDITIONS THAT REQUIRE RIGGING, HOISTING, OR LOWERING WILL PREVENT ADDITIONAL COVERAGE BEING OFFERED. IF IT IS DETERMINED THE AREA IS TOO NARROW OR FOR ANY REASON UNSAFE ADDITIONAL COVERAGE WILL NOT BE AVAILABLE. THE DECISION TO BE MADE AT SOLE DISCRETION OF CARRIER. AS TO AVAILABILITY OF COVERAGE BASED ON CRITERIA LISTED ABOVE. UNUSUAL MOVING CONDITIONS MUST BE DISCLOSED WHENEVER POSSIBLE TO CARRIER BY SHIPPER PRIOR TO THE PURCHASE OF ADDITIONAL COVERAGE. UNLESS

ITEMS ARE SPECIFICALLY INDIVIDUALLY DECLARED A VALUE, VALUATION COVERAGE WILL BE DIVIDED EQUALLY BETWEEN THE NUMBERS OF PIECES IN THE SHIPMENT.

- (A) VALUATION TOTAL DIVIDED BY NO. OF PIECES
- (B) VALUATION REQUESTED AND DOCUMENTED ON THE DELIVERY DOCUMENTS THE DOLLAR AMOUNT AND CONDITION TO BE LISTED NEXT TO EACH OF THE ITEMS.
- (C) COVERAGE AVAILABLE (NOTING EXCEPTIONS) FOR THE RATE OF:
\$3.00 PER EACH \$100.00 DECLARED VALUE. \$30.00 PER \$1,000 DECLARED VALUE.'

RULE 38

WAITING TIME (NOT FAULT OF THE CARRIER)

THE HOURLY RATE APPLIES TO THE WAITING TIME FOR ALL MOVERS WAITING TO PERFORM THE JOB, BUT UNABLE TO BECAUSE OF NO FAULT OF THE CARRIER. A FIFTEEN (15) MINUTE GRACE PERIOD APPLIES. CARRIER WILL WAIT 15 MINUTES WITHOUT PRIOR NOTIFICATION. IF CARRIER WAS REQUESTED BY SHIPPER TO WAIT, SHIPPER WOULD BE CHARGED APPLICABLE HOURLY RATE TIME FEE.

RULE 39

HOUSEHOLD APPLIANCES OR OTHER ARTICLES

WHEN SHIPPER REQUIRE THE CARRIER TO SERVICE ITEMS REQUIRING SPECIAL SERVICES FOR SAFE TRANSPORTATION CARRIER SERVICES OF APPLIANCES OR OTHER ARTICLES AT ORIGIN AND DESTINATION: WHEN TOOLS ARE REQUIRED A CHARGE OF \$23.75 PER ARTICLE FOR 15 MINUTES OR LESS LABOR TIME WILL BE CHARGED. WHEN ARTICLES REQUIRE MORE THAN FIFTEEN MINUTES TO SERVICE, COST APPLIES PER 15 MINUTES. APPLIES TO GUARANTEED PRICING ONLY.

RULE 40

TRAVEL TIME

TRAVEL TIME IS DEFINED AS THE TIME CONSUMED FROM CARRIERS SITE TO ORIGIN PLUS THE TIME FROM DESTINATION BACK TO CARRIERS' SITE. MINIMUM TIME IS (1) ONE-HOUR TRAVEL TIME. ANYTHING AFTER ONE HOUR, THE OPPERATE HOURLY RATE APPLIES.

RULE 41

DEFINTION OF HOLIDAYS

JANUARY 1 ST	NEW YEARS DAY
JULY 4 TH	INDEPENDENCE DAY
1 ST MONDAY IN SEPTEMBER	LABOR DAY
THURSDAY NOVEMBER	THANKSGIVING
DECEMBER 25 TH	CHRISTMAS